

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

HOLLY NAOMI SIMMONS,)
Plaintiff,) Case No.:
vs.)
SUN LIFE ASSURANCE COMPANY)
OF CANADA and UNION SECURITY)
INSURANCE COMPANY,)
Defendants.)

NOTICE OF REMOVAL

Defendants Sun Life Assurance Company of Canada¹ and Union Security Insurance Company file this Notice of Removal under 28 U.S.C. § 1331, 29 U.S.C. § 1132(e) and 28 U.S.C. § 1441(a) and (b), removing the above-styled case to the United States District Court for the Northern District of Alabama, Northeastern Division, from the Madison County Circuit Court, Alabama, and avers as follows:

1. Plaintiff filed the above-styled case against the Defendants in the Madison County, Alabama Circuit Court on or about February 4, 2019. A true and correct copy of the Complaint is attached hereto as part of Exhibit "A."
2. Service of the Complaint, directed to Union Security, was made on February 8, 2019. *See* Exhibit "A."

¹ Sun Life is not a proper party to this lawsuit because it is not the insurance carrier, and therefore has no liability to the plaintiff.

3. Service of the Complaint, directed to Sun Life, was made on February 22, 2019. *See Exhibit "A."*

4. In this lawsuit, Plaintiff seeks long term disability benefits under a group disability insurance policy insured by Union Security. *See Complaint.*

5. The policy under which Plaintiff is seeking benefits insures a group employee benefit plan of Reynolds, Reynolds, and Little, LLC.

6. A cause of action filed in state court seeking recovery of benefits under an employee welfare benefit plan is removable to federal court under 28 U.S.C. § 1441(c) as an action arising under a federal law. *See Metro. Life Ins. Co. v. Taylor*, 481 U.S. 58 (1987); *see also Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41 (1987).

7. This court has original subject matter jurisdiction over this action under 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e). As a civil action founded upon a claim of right arising under the laws of the United States, this action may be removed to this court under the provisions of 28 U.S.C. § 1441(a) and (b).

8. This Notice of Removal is being filed within thirty (30) days of Defendant's receipt of the Complaint as required by 28 U.S.C. § 1446(b).

9. All pleadings, process, or orders served on defendants are attached to this Notice as required by 28 U.S.C. § 1446(a). *See Exhibit "A."*

10. All fees required by law in connection with this notice have been filed by Defendants.

WHEREFORE, Defendants Sun Life Assurance Company of Canada and Union Security Insurance Company remove the above-captioned matter now pending in the Madison County, Alabama Circuit Court to the United States District Court for the Northern District of Alabama, Northeastern Division.

Respectfully submitted this 6th day of March, 2019.

/s/ Christopher L. Yeilding

Attorney for Defendants

OF COUNSEL:

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CERTIFICATE OF SERVICE

I, the undersigned counsel, do hereby certify that I have this day, March 6th, 2019, served the foregoing pleading by U.S. Mail on the following counsel of record:

Mr. Kenneth D. Hampton
2004 Poole Drive, Suite A
Huntsville, AL 35810

/s/ Christopher L. Yeilding

Of Counsel